

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
DIVISION OF HOUSTON**

United States District Court  
Southern District of Texas

**ENTERED**

September 16, 2022

Nathan Ochsner, Clerk

W&T OFFSHORE, INC.,

*Plaintiff,*

v.

ALL ABOUT IT, INC., and  
SECURE CLOUD, LLC,

*Defendants.*

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CIVIL ACTION NO. 4:22-cv-03149

**AGREED ORDER**

1. The parties have agreed to enter into this temporary injunction to ensure an orderly and complete transition of all services provided to and data, information, equipment, software, hardware and devices owned by Plaintiff, W&T Offshore, Inc. ("W&T"), or otherwise needed for the orderly transition to the extent not owned by Plaintiff, as determined by the Adjudicator (defined herein), from Defendants, All About IT, Inc.'s and/or Secure Cloud, LLC's (together, "AAIT") control and oversight to W&T. W&T and AAIT are sometimes collectively referred to herein as the "Parties."
2. The Parties understand that there are numerous tasks that will be needed to satisfy this Order and that it would not be practical to list them all in this Order. Therefore, the Parties have agreed to state the general intent of this Order as follows: AAIT agrees to perform, or cause to be performed, any and all actions reasonably requested or needed to secure the orderly transition described herein, so long as such action respects the Parties' property and contractual rights, provided, however, without limitation of the overall purpose.
3. W&T agrees to pay AAIT \$18,000 per day for the first 60 days that this Order is in effect, \$15,000 per day for the next 60 days that this Order is in effect, and \$12,500 per day during any extension of this injunction, if necessary.
4. This Order shall have a minimum term of 60 days from entry of this Order, and a maximum term of 120 days, unless extended further by mutual agreement of the Parties, the Adjudicator (defined below), or Order of the Court. W&T shall pay the first 15 days within 5 business days of entry of this Order, followed by a second, third, and fourth payment of equal amounts for each subsequent 15-day period within 5 business days of each 15-day period. After 53 days have elapsed from the date of execution of this Order, W&T may terminate AAIT's services with seven days' written notice. After 60 days have elapsed from the date of this Order, W&T shall make payments to AAIT on a weekly basis, subject to W&T's right to terminate with seven days' notice. Failure to make payment provided herein as ordered by the Adjudicator or order of the Court may be grounds for termination.

5. Without limitation to Paragraph 2 above, the Parties agree that the following specific steps shall be taken:
  - a. W&T may nominate a third-party industry expert to access any and all Data Centers (under AAIT's supervision and subject to industry standard security protocols to protect other data housed inside the respective cages) for the purposes described herein. Prior to any entry into the Data Centers (with at least 24-hours notice), W&T shall present a transition plan to AAIT which, if disputed, can be resolved by the Adjudicator. Once a device, data, or service has been transitioned under the transition plan, W&T shall be primary responsible for its daily service and maintenance, but AAIT will provide secondary support if needed and requested in writing by W&T. AAIT shall provide W&T with administrative credentials or equivalent access to fully access or replicate any data in furtherance of this Order.
  - b. AAIT shall be responsible for maintaining connectivity for all of W&T's platforms (other than MB113) during the term of this Order. Notwithstanding anything herein, AAIT is ordered to continue providing the same types and levels of service, including but not limited to W&T's corporate network, as those provided as of June 30, 2022.
  - c. AAIT shall nominate a qualified network or system engineer as the primary contact for W&T during the course of this Order within 3 business days from the date of entry of the Order.
6. The Parties hereby nominate Former Judge Gregg Costa to adjudicate any disputes between the Parties under the terms of this Order (the "Adjudicator"), whether related to performance of duties under this Order or ownership and/or return of any property, device, and/or data—whether offshore or onshore. If Judge Costa is unable or unwilling to perform the role of Adjudicator, the Parties hereby nominate former Judge Tad Halbach. Should Judge Halbach be unable or unwilling to perform the role of Adjudicator, the Parties shall confer and agree upon the individual that will serve as the Adjudicator. The Adjudicator shall have authority and power to require complete and timely compliance with his decisions. In addition, the Adjudicator shall have authority to determine any and all payment, ownership, or other disputes between the Parties related to the terms of this Order or payment of past invoices and resolve same. W&T shall pay all costs of the Adjudicator, although the Adjudicator may assign costs to AAIT should he find that AAIT has abused or frustrated the purposes of this Order.
7. Following the fulfillment of this Order, the Parties and their officers, owners, employees, and agents are mutually released from any and all claims, causes of actions, or other demand, from the beginning of time to the termination of this Agreement.
8. All future deadlines in this case are abated until further order of the Court.
9. The Court retains jurisdiction to enforce the terms of this Injunction.

Respectfully submitted,

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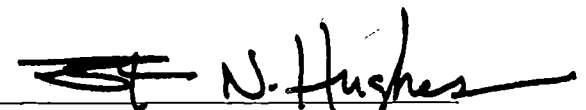
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Judge Lynn N. Hughes  
United States District Judge